tenant is fully protected under this apportionment, for an investment by the trustee in a non-dividend paying stock is certainly a breach of trust. See *Jordan* v. *Jordan*, 192 Mass. 337, 345, 78 N. E. 459, 461; *Kinmonth* v. *Brigham*, 5 Allen (Mass.) 270, 278. In such case, besides his action against the trustee, the life tenant should be permitted a lien for interest at the market rate on any profit gained by resale of this stock.

WAR — PARTNERSHIP — ALIEN ENEMY PARTNERS — CONDEMNATION OF CAPTURED PARTNERSHIP PROPERTY. — A partnership composed of four partners, two Germans both of German domicile, and two Englishmen resident in Shanghai, was registered at the German consulate in Shanghai as a German firm. A cargo belonging to the partnership was captured. *Held*, that the shares of the German partners be condemned, and those of the English partners be restored. *The Eumaeus*, 51 L. J. 7 (Adm. Ct.).

The important consideration in determining liability to condemnation as enemy cargo, is the trade domicile of the owner of the goods. See *The Gerasimo*, 11 Moore P. C. 88, 96; *Janson* v. *Driefontein Consolidated Mines, Ltd.*, [1902] A. C. 484, 505. Consequently the property of a neutral or friend, having a trade domicile in a hostile country, is confiscable. *The Venus*, 8 Cranch. (U. S.) 253; *The Baltica*, Spinks P. C. 264. *Cf. O'Mealey* v. *Wilson*, 1 Camp. 482. Conversely, the property of an alien enemy having a trade domicile outside the hostile country is not subject to condemnation. *The Portland*, 3 C. Rob. 41. In the case of a firm it is submitted that under any theory of partnership the individual trade domiciles of the partners must govern condemnation. For at common law, even in the absence of the usual statutes, it is forbidden to make contracts with alien enemies, and antebellum contracts of this sort, if executory, are dissolved by the declaration of war. *The Hoop*, 1 C. Rob. 196; *Potts* v. *Bell*, 8 T. R. 548. See *Clemontson* v. *Blessig*, 11 Ex. 135, 141 n. Since a partnership is based on an executory contract, it is at once dissolved. *Griswold* v. *Waddington*, 15 John. (N. Y.) 57, 16 *id.*, 438. Hence its members must be treated separately. But to determine the proportion properly confiscable presents a difficult problem. Until the partnership has been wound up and its accounts settled, each partner really has nothing but a right against the firm for the portion of the surplus which may be found to be due him. Of course, this may not bear any relation to their respective shares in the capital. But it is beyond the power of the prize court to determine this, and any attempt to do so would seriously hinder an effective administration of prize law. Hence the principal case is amply justified by expediency in following the old common law conception of the partners as tenants in common of partnership personalty, to the extent of their shares in the enterprise.

WILLS — EXECUTION — ATTESTING WITNESSES — STOCKHOLDERS OF A CORPORATE EXECUTOR. — An Illinois statute provides that, if one of the necessary subscribing witnesses to a will is given a beneficial interest in the will, the interest shall be void, but the witness shall testify as to the rest of the will. (1913, HURD'S REV. ST. c. 148, § 8.) A corporation was made the executor of a will. A stockholder and director of the corporation was a necessary subscribing witness. *Held*, that the stockholder is a valid witness and that the corporation is disqualified as executor. *Scott* v. *Couch*, 111 N. E. 272 (Ill.).

In most jurisdictions an executor is considered a valid subscribing witness to a will. *Rucker* v. *Lambdin*, 20 Miss. 230. See *Cochran* v. *Brown*, 76 N. H. 9, 10, 78 Atl. 1072, 1073. See 22 HARV. L. REV. 616. *A fortiori* the witness in the principal case would be competent and the whole will valid. But in Illinois, aside from the statute, an executor is considered sufficiently interested to be incompetent. *Jones* v. *Grieser*, 238 Ill. 183, 87 N. E. 295. So is a witness who has a contract with the executor for a part of his commissions. *Smith* v. *Goodell*,